

INTEL

(Microstrage)

JOHN C. CRUDEN, Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

RICHARD L. BEAL
Environmental Enforcement Section
United States Department of Justice
301 Howard Street, Suite 870
San Francisco, CA 94105
(415) 744-6485

JOHN A. MENDEZ
United States Attorney
PATRICK RAMIREZ S. BUPARA
Assistant United States Attorney
Northern District of California
450 Golden Gate Ave.
San Francisco, CA 94102
(415) 556-1126

Attorneys for Plaintiff United States of America

EDWARD L. STROHBEHN JR.
McCutchen, Doyle, Brown & Enersen
Three Embarcadero Center
San Francisco, CA 94111
(415) 393-2000

Attorneys for Intel Corporation, et al.

PAUL M. MINAULT
Morthole & Zeppetello
100 Broadway, Suite 300
San Francisco, CA 94111
(415) 986-0227

Attorneys for Kim Camp III, et al.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

INTEL CORPORATION, 3000 OAKMEAD
VILLAGE DRIVE LIMITED, MARK GATES,
CHARLES EDWIN GATES, GKC LIMITED,
EUGENIA L. CASHEN, KIM CAMP III,
KIMBALL SMALL INVESTMENTS III and
WESTALL CORPORATION,

Defendants.

Civil Action No.
C 92 20664 JW

~~CONFIDENTIAL~~ ~~SECRET~~

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I. BACKGROUND

WHEREAS, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), against Intel Corporation (hereinafter referred to as "Intel"), 3000 Oakmead Village Drive Limited and its general partners Mark T. Gates, Jr., Charles Edwin Gates and GKC Limited Partnership, and Eugenia Lee Cashen, who is a general partner of GKC Limited Partnership (hereinafter referred to jointly as "Oakmead") and Kim Camp III, Kimball Small Investments III and Westall Corporation (hereinafter referred to jointly as "Kim Camp");

WHEREAS, the United States in its complaint seeks reimbursement of response costs incurred and to be incurred by EPA or any agency or entity on behalf of EPA for response actions in connection with the Micro Storage/Intel Magnetix Superfund Site in Santa Clara, California;

WHEREAS, the United States alleges that hazardous substances, as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), are present at the Site, and that such hazardous substances have been or are threatened to be released into the environment from the Site;

WHEREAS, the release or threatened release of hazardous substances at or from the Site has caused the United States to

CONSENT DECREE

1 incur response costs not inconsistent with the National
2 Contingency Plan and such costs will continue to be incurred;

3 WHEREAS, the United States and the Settling Defendants
4 agree and this Court, by entering this Decree, finds that
5 settlement of this matter will avoid prolonged and complicated
6 litigation and that this Consent Decree is fair, reasonable, and
7 in the public interest;

8 THEREFORE, with the consent of the parties to this Decree,
9 it is ORDERED, ADJUDGED, AND DECREED:

10 II. JURISDICTION

11 1. This Court has jurisdiction over the subject matter of this
12 action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.
13 §§ 9607 and 9613(b). This Court also has personal jurisdiction
14 over the Settling Defendants. Solely for the purposes of this
15 Consent Decree and the underlying complaint, the Settling
16 Defendants waive all objections and defenses that they may have
17 to jurisdiction of the Court or to venue in this District and
18 shall not challenge the entry of this Consent Decree or this
19 Court's jurisdiction to enter and enforce this Consent Decree.

20 III. PARTIES BOUND

21 2. This Consent Decree is binding upon the United States and
22 upon the Settling Defendants and their successors and assigns.
23 Any change in ownership or corporate or other legal status,
24 including but not limited to any transfer of assets or real or
25 personal property, shall in no way alter the status or
26 responsibilities of the Settling Defendants under this Consent

Decree. Until the time that Intel makes all payments to the United States pursuant to Paragraphs 4 and 7 through 9 of this Consent Decree, Intel agrees to provide to EPA, in accordance with Section X (Notices and Submissions) of this Consent Decree, notice of any change in corporate or legal status or transfer or assignment of a substantial portion of its assets. Until this Consent Decree is terminated, Kim Camp III agrees to provide its successors and assigns written notice of this Consent Decree and to provide to EPA, in accordance with Section X (Notices and Submissions) of this Decree, notice of any change in legal status or transfer or assignment of a substantial portion of its assets.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Consent Decree" shall mean this Consent Decree.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.

1 d. "EPA" shall mean the United States Environmental Protection
2 Agency and any successor departments or agencies of the United
3 States.

4 e. "Escrow Account" shall mean the account maintained pursuant
5 to this Consent Decree to fund payment of Oversight Costs.

6 f. A cost shall be deemed to have been "incurred" for purposes
7 of this Consent Decree as of the date it is paid by EPA, or, if
8 applicable, as of the date it is paid by the agency or entity
9 administering CERCLA funds granted by EPA. If a cost was paid
10 prior to August 1, 1991 (the cut-off date for Past Response
11 Costs) but was not yet recorded against the relevant site-
12 specific account number in EPA's accounting system, or, if
13 applicable, the grantee agency's or entity's accounting system,
14 the cost shall not be considered to have been incurred as of the
15 July 31, 1991, cut-off date set forth in paragraph 3.k. below
16 (definition of Past Response Cost") and shall be deemed to be an
17 Oversight Cost which shall be reimbursed in accordance with
18 Paragraph 5, below, provided, however, that the total of such
19 costs to be reimbursed shall not exceed \$10,000 (ten thousand
20 dollars).

21 g. "Interest" shall mean interest from the date that payment
22 is due to be made to the date of payment at the rate specified
23 for interest on investments of the Hazardous Substance Superfund
24 established under subchapter A of chapter 98 of Title 26 of the
25 U.S. Code, in accordance with 42 U.S.C. § 9607(a).

1 h. "National Contingency Plan" shall mean the National Oil and
2 Hazardous Substances Pollution Contingency Plan promulgated
3 pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at
4 40 C.F.R. Part 300, including but not limited to any amendments
5 thereto.

6 i. "Oversight Costs" shall mean all costs, including but not
7 limited to, direct and indirect costs, that EPA, the U.S.
8 Department of Justice or any agency or entity on behalf of EPA
9 incur in connection with any remedial actions undertaken by the
10 Settling Defendants pursuant to:

11 (1) California Regional Water Quality Control Board,
12 San Francisco Bay Region, Order Nos. 89-086 and 91-119 and
13 any and all amendments thereto, or

14 (2) The Superfund Record of Decision: Micro
15 Storage/Intel Magnetics, CA, No. R09-91/072, entered by
16 EPA on August 26, 1991, and any and all amendments
17 thereto, or

18 (3) Any other order or directive issued by the
19 United States or any State or local regulatory agency or
20 court, and any and all amendments to those orders or
21 directives, that amend, modify, supplement, supersede or
22 rescind the orders and Record of Decision referenced
23 above,

24 (all of the above collectively Orders"), after the date set forth
25 in the definition of Past Response Costs, for reviewing and
26 developing plans, reports and other items, overseeing remedial

1 design or remedial actions undertaken pursuant to the Orders
2 referenced above, or implementing, overseeing, or enforcing this
3 Consent Decree or other enforcement related costs, including but
4 not limited to, payroll costs, contractor costs, travel costs,
5 laboratory costs, costs of attorney time, costs of obtaining
6 access to the Site, including any just compensation, any payments
7 to the State through a cooperative agreement, and interest on all
8 such costs.

9 j. "Paragraph" shall mean a portion of this Consent Decree
10 identified by an arabic numeral and/or a lower case letter.

11 k. "Parties" shall mean the United States and each and every
12 Settling Defendant.

13 l. "Past Response Costs" shall mean all costs, including but
14 not limited to direct and indirect costs, that EPA, the U.S.
15 Department of Justice or any agency or entity on behalf of EPA
16 have incurred in connection with the Site through July 31, 1991,
17 including any costs granted to the State through a cooperative
18 agreement for the Site.

19 m. "Record of Decision" or "ROD" shall mean the record of
20 decision relating to the Site signed on June 28, 1991 by the
21 Regional Administrator, EPA Region IX, and all attachments
22 thereto.

23 n. "Section" shall mean a portion of this Consent Decree
24 identified by a roman numeral.

25 o. "Settling Defendants" shall mean Intel, Oakmead and Kim
26 Camp.

1 p. "Site" shall mean the Micro Storage/Intel Magnetis
2 Superfund Site, located between Kiefer Road and the Central
3 Expressway at 3000 Oakmead Village Drive and 2986 Oakmead Village
4 Court in Santa Clara, California.

5 q. "State" shall mean the State of California and shall
6 include, without limitation, the California State Water Resources
7 Control Board and any Regional Water Quality Control Board that
8 performs response actions in connection with the Site.

9 r. "United States" shall mean the EPA and the U.S. Department
10 of Justice (DOJ), and any other United States department, or
11 agency or instrumentality acting on behalf of the EPA with
12 respect to the Site.

13 V. REIMBURSEMENT OF RESPONSE COSTS

14 4. Payment of Past Response Costs to the United States.

15 a. Within 30 days of entry of this Consent Decree, Intel shall
16 pay to the United States \$310,000 in Past Response Costs, which
17 includes any and all payments of interest applicable to such Past
18 Response Costs, except any interest payments which may become due
19 pursuant to Paragraph 7. Payment shall be made by Electronic
20 Funds Transfer ("EFT" or wire transfer) to the U.S. DOJ lockbox
21 bank, referencing the CERCLA Number 9 H5 and the U.S.A.O. file
22 number. Payment shall be made in accordance with instructions
23 provided by the United States to Intel upon execution of the
24 Consent Decree. EFTs must be received at the U.S. DOJ lockbox
25 bank by 11:00 A.M. (Eastern Time) in order to be credited on that
26 day. Confirmation of the EFT or wire transfer shall be sent

1 within 5 days to EPA by Intel in accordance with Section X
2 (Notices and Submissions).

3 b. The United States agrees that Intel's complete payment
4 under Paragraph 4.a. and Paragraphs 7 through 9 shall constitute
5 a final and full resolution of Intel's and Oakmead's liability
6 under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) for
7 reimbursement of Past Response Costs, including Oversight Costs,
8 incurred, or to be incurred in the future, by the United States,
9 or by any agency or entity on behalf of EPA, at or in connection
10 with the Micro Storage/Intel Magnetism Superfund Site, including
11 all interest that has accrued, or will accrue thereon. Except as
12 otherwise provided in Paragraph 13 (Reservation of Rights), for
13 the purpose of CERCLA, Intel's payment under this Consent Decree
14 shall be deemed to have resolved its and Oakmead's liability to
15 the United States for all claims for Past Response Costs and
16 Oversight Costs related to the Micro Storage/Intel Magnetism
17 Superfund Site.

18 5. Payment of Oversight Costs.

19 a. Kim Camp shall reimburse the United States for all
20 Oversight Costs incurred after July 31, 1991, by the United
21 States, or by any agency or entity on behalf of EPA at or in
22 connection with the Site.

23 b. Payment. The United States will send, at least once
24 annually, Kim Camp a bill requiring payment in the form of a
25 standard EPA cost summary itemizing Oversight Costs for the
26 billing period. Kim Camp shall make all payments within 30 days

1 of Kim Camp's receipt of each bill requiring payment. Kim Camp
2 shall make all payments required by this Paragraph in the form of
3 a certified or cashier's check or checks, to be issued by the
4 escrow company administering the Escrow Account provided for in
5 part d. of this Paragraph, made payable to "EPA Hazardous
6 Substance Superfund" and referencing CERCLA Number 9 H5 and DOJ
7 Case Number 90-11-2-848. The escrow company administering the
8 Escrow Account shall forward the certified or cashier's check(s)
9 to EPA Region IX, ATTN: Superfund Accounting, P.O. Box 360863M,
10 Pittsburgh, PA 15251, and shall send copies of the check(s) to
11 the United States as specified in Section X (Notices and
12 Submissions).

13 c. Interest. Defendant Kim Camp shall pay interest on
14 Oversight Costs in accordance with Paragraph 3.g. If payment is
15 not made by Kim Camp within 30 days of the receipt of the bill,
16 interest shall accrue beginning on the 31st day and shall accrue
17 as provided in paragraph 7.

18 d. Escrow Account. Kim Camp has previously established
19 an interest-bearing Escrow Account at Santa Clara Land Title for
20 the purpose of paying response costs relating to the Site. Kim
21 Camp presently has the approximate sum of \$350,000 in that Escrow
22 Account. Oversight Costs billed by the United States in this
23 civil action will be paid from that Escrow Account which will be
24 maintained in part for the express purpose of paying such
25 Oversight Costs. If at any time the balance in the Escrow
26 Account is reduced to less than \$75,000, Kim Camp shall deposit

1 sufficient funds to bring the balance back to \$75,000, within
2 thirty days of receipt of a statement from the Escrow Company
3 reflecting such reduced amount. A copy of any periodic Escrow
4 Account statement from the escrow company administering the
5 Escrow Account shall be sent to EPA in accordance with Section X
6 (Notices and Submissions). Kim Camp shall have the right to
7 demonstrate that an amount less than the \$75,000 required to be
8 maintained in the Escrow Account pursuant to this Paragraph is
9 sufficient to pay for all outstanding and projected Oversight
10 Cost required for implementation of this Consent Decree and other
11 response costs relating to the Site. Accordingly, at any time
12 Kim Camp may submit in writing to EPA a request to reduce the
13 required amount in the Escrow Account. The United States and Kim
14 Camp shall have 30 days from the date of EPA's receipt of Kim
15 Camp's request to reach agreement on the appropriate amount to be
16 held in the account. If an agreement is not reached within 30
17 days and any agreed upon extensions, Kim Camp may request a
18 determination by EPA's Hazardous Waste Management Division
19 Director. The Director shall make a determination within a
20 reasonable time after the receipt of Kim Camp's request.

21 e. Documentation of Oversight Costs. Upon request, EPA
22 shall provide Kim Camp with reasonable documentation evidencing
23 the incurrence of Oversight Costs included in a billing.

24 6. Dispute Resolution for Oversight Costs.

25 a. Kim Camp reserves the right to demonstrate, and has
26 the burden of demonstrating, that EPA's cost summary contains

1 accounting errors or that the United States' costs are
2 inconsistent with the National Contingency Plan.

3 b. Any disputes concerning the reimbursement of the
4 United States' Oversight Costs shall be resolved in the following
5 manner. Within 30 days after the receipt of EPA's cost summary
6 under Paragraph 5.b., above, or after receiving requested
7 documentation as provided by Paragraph 5.e., above, Kim Camp
8 shall notify EPA in accordance with Section X (Notices and
9 Submissions) of its objections to EPA's bill. Kim Camp's
10 objections shall be made in writing and shall define the dispute,
11 state the basis of Kim Camp's objections, and be sent by
12 certified mail, return receipt requested. All Costs not disputed
13 shall be paid in accord with paragraph 5.b. and c. The United
14 States and Kim Camp shall have 30 days from the date of EPA's
15 receipt of Kim Camp's objection to reach agreement on the
16 disputed costs. EPA may extend the period as needed to provide
17 substantiation of its costs. If an agreement is reached, Kim
18 Camp shall pay the agreed amount within 5 days after the date of
19 such agreement, in accord with Paragraph 5.b. and c.

20 c. If an agreement is not reached within the specified
21 time period, including extensions, Kim Camp may request a
22 determination by EPA's Hazardous Waste Management Division
23 Director. Kim Camp shall pay the costs owed pursuant to EPA's
24 decision with 14 days after the date of the decision. Kim Camp's
25 payment shall include Interest on the amount due calculated in
26 accord with Paragraphs 5.c. and 3.g.

1 d. Kim Camp shall not, by reason of this Consent Decree,
2 have any right to judicial review not otherwise provided by law.

3 VI. FAILURE TO MAKE TIMELY PAYMENTS

4 7. Interest on Late Payments. In the event that any Past
5 Response Costs payments required by Paragraph 4 (Payment of Past
6 Response Costs to the United States) are not made when due,
7 interest shall accrue on the unpaid balance at the rate specified
8 for interest on investments of the Hazardous Substance Superfund
9 established under Subchapter A of Chapter 98 of Title 26 of the
10 U. S. Code, in accordance with 42 U.S.C. § 9607(a) and be payable
11 by Intel. In the event that any Oversight Costs payments
12 required by Section V (Reimbursement of Response Costs) are not
13 made when due, interest shall continue to accrue on the unpaid
14 balance at the rate specified for interest on investments of the
15 Hazardous Substance Superfund established under Subchapter A of
16 Chapter 98 of Title 26 of the U. S. Code, in accordance with 42
U.S.C. § 9607(a), and be payable by Kim Camp.

17 8. Stipulated Penalty. If any amounts due to the United
18 States under this Consent Decree are not paid by the required
19 date, the Settling Defendant who is responsible for the payment,
20 shall pay, as a stipulated penalty, in addition to the Interest
21 required by Paragraph 7, one half of one percent (0.5%) of the
22 demanded amount per day that such payment is late. Stipulated
23 penalties are due and payable within 30 days of the Settling
24 Defendant's receipt from EPA of a demand for payment of the
25 penalties. All payments under this paragraph from any Settling

1 Defendant shall be made in accordance with the payment provisions
2 in Paragraph 5.b., above.

3 9. If the United States brings or defends a proceeding to
4 collect the Past Response Costs payment required by this Consent
5 Decree, Intel shall reimburse the United States for all costs of
6 such action, including but not limited to costs of attorney time.

7 10. If the United States brings or defends a proceeding to
8 collect any payment for Oversight Costs required by this Consent
9 Decree, Kim Camp shall reimburse the United States for all costs
10 of such action, including but not limited to costs of attorney
11 time.

12 11. Payments made under Paragraphs 7 through 10 shall be in
13 addition to any other remedies or sanctions available to the
14 United States by virtue of a Settling Defendant's failure to make
15 timely payments required by this Consent Decree.

16 **VII. COVENANT NOT TO SUE BY PLAINTIFF**

17 12. Covenant Not to Sue. In consideration of the payments
18 that will be made by the Settling Defendants under the terms of
19 this Consent Decree, and except as specifically provided by
20 Paragraph 13, the United States covenants not to sue Settling
21 Defendants pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607,
22 to recover Past Response Costs and Oversight Costs as defined
23 under this Consent Decree. This covenant not to sue extends only
24 to the Settling Defendants and their successors and assigns, and
25 does not extend to any other person. This covenant not to sue
26 shall take effect with respect to Intel and Oakmead upon receipt

1 by the United States of all payments required to be made by Intel
2 by Paragraphs 4 and 7 through 9 of this Consent Decree. This
3 covenant not to sue shall take effect with respect to Kim Camp
4 upon receipt by the United States of all payments, other than
5 those specified in the sentence above to be made by Intel,
6 required to be made by Kim Camp under Paragraphs 5 and 7 through
7 10 of this Consent Decree.

8 13. Reservation of Rights

9 a. General. The covenant not to sue set forth in the
10 preceding paragraph does not pertain to any matters other than
11 those expressly specified therein. The United States reserves,
12 and this Consent Decree is without prejudice to, all rights
13 against Settling Defendants with respect to all other matters.
14 Except as provided in the preceding paragraph, nothing contained
15 herein shall in any way limit or restrict the response and
16 enforcement authority of the United States to initiate
17 appropriate action, either judicial or administrative, under
18 Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606,
19 and 9607, or any other provision of law, against Settling
20 Defendants or against any other person or entity not a party to
21 this Consent Decree.

22 b. Specific reservations. The covenant not to sue set
23 forth in Paragraph 12 above does not apply, inter alia, to the
24 following:

- 25 (1) claims based upon failure of Settling Defendants to
26 meet the requirements of this Consent Decree;

1 (2) claims for damages to natural resources, as defined
2 in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6);

3 (3) claims for costs incurred by any natural resources
4 trustees;

5 (4) claims based upon criminal liability;

6 (5) claims for response costs incurred by any federal
7 agencies other than those specified within the definition
8 of "United States" in this Consent Decree;

9 (6) claims for injunctive relief or administrative order
10 enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

11 (7) claims for costs incurred or to be incurred by the
12 United States in connection with the Site that are not
13 within the definition of Past Response Costs or Oversight
14 Costs set forth in Paragraph 3.

15 c. Reservations by Settling Defendants. Settling
16 Defendants reserve all rights they may have to oppose and defend
17 against claims and actions set forth in Paragraphs 13.a. and b.
18 above, and to assert any and all claims, crossclaims and
19 counterclaims they may have against the United States, or any
20 agency or entity administering CERCLA funds granted by EPA,
21 except as described in Paragraph 14 below.

22 VIII. COVENANTS BY SETTLING DEFENDANTS

23 14. Settling Defendants hereby covenant not to sue and agree
24 not to assert any claims or causes of action against the United
25 States with respect to Past Response Costs or Oversight Costs,
26 including, but not limited to, any direct or indirect claim for

1 reimbursement from the Hazardous Substance Superfund (established
2 pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through
3 CERCLA Sections 106(b)(2), 111, 112, or 113, 42 U.S.C.
4 §§ 9606(b)(2), 9611, 9612 or 9613, or any other provision of law;
5 any claim against the United States, including any department,
6 agency, or instrumentality of the United States pursuant to
7 CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613, related
8 to the Past Response Costs or Oversight Costs. Nothing in this
9 Consent Decree shall be deemed to constitute preauthorization of
10 a claim within the meaning of Section 111 of CERCLA, 42 U.S.C.
11 § 9611, or 40 C.F.R. § 300.700(d).

12 **IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

13 15. Nothing in this Consent Decree shall be construed to
14 create any rights in, or grant any cause of action to, any person
15 not a party to this Consent Decree. Each of the Parties
16 expressly reserves any and all rights (including, but not limited
17 to, any right to contribution), defenses, claims, demands, and
18 causes of action which each of the Parties may have with respect
19 to any matter, transaction, or occurrence relating in any way to
20 the Site against any person not a party hereto.

21 16. With regard to claims for contribution against Settling
22 Defendants for matters addressed in this Consent Decree, the
23 Parties hereto agree that the Settling Defendants are entitled to
24 such protection from contribution actions or claims as is
25 provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

26 17. In any subsequent administrative or judicial proceeding

initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants Not to Sue by the United States) and Section VIII (Covenants by Settling Defendants).

X. NOTICES AND SUBMISSIONS

18. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Re: 90-11-2-848

As to EPA:

James C. Hanson
Hazardous Waste Management Division
Mail Code H-6-3
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

Joanne Marchetta, Esq.
Office of Regional Counsel
Mail Code RC-3-4
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

As to Settling Defendants:

Edward L. Strohbehn Jr.
McCutchen, Doyle, Brown & Enersen
Three Embarcadero Center
San Francisco, CA 94111
(415) 493-2000
for Intel and Oakmead

Paul M. Minault
Morthole & Zeppetello
100 Broadway, Suite 300
San Francisco, CA 94111
(415) 986-0227
For Kim Camp

XI. RETENTION OF JURISDICTION

19. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

XII. SIGNATORIES/SERVICE

20. Each undersigned representative of a Settling Defendant to this Consent Decree and the Section Chief for the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of

CONSENT DECREE

1 this Consent Decree and to execute and legally bind such Party to
2 this document.

3 21. Each Settling Defendant shall identify, on the attached
4 signature page, the name and address of an agent who is
5 authorized to accept service of process by mail on behalf of that
6 Party with respect to all matters arising under or relating to
7 this Consent Decree.

8
9 SO ORDERED THIS 23 DAY OF June, 19__.

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13 United States District Judge
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Intel Corporation, et al., C 92 20664
3 JW relating to the Micro Storage/Intel Magnetics Superfund Site.

4 FOR THE UNITED STATES OF AMERICA

5 Date: 6.18.93

6 
JOHN C. CRUDEN

7 Chief,
8 Environmental Enforcement Section
9 Environment and Natural Resources
10 Division
11 U.S. Department of Justice
12 Washington, D.C. 20530

13 Date: 6-22-93

14 
RICHARD L. BEAL

15 Trial Attorney
16 Environmental Enforcement Section
17 Environment and Natural Resources
18 Division
19 U.S. Department of Justice
20 301 Howard Street, Suite 870
21 San Francisco, CA 94105
22 (415) 744-6485

23 Date: 6-14-93

24 
JEFF ZELIKSON

25 ~~for~~ Director, Hazardous Waste Management
26 Division
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco CA 94105

27 Date: 6/11/93

28 
MARTHA L. BLACK

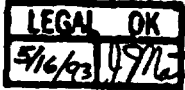
29 Assistant Regional Counsel
30 U.S. Environmental Protection
31 Agency
32 75 Hawthorne Street

33 CONSENT DECREE

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Intel Corporation, et al. relating to
3 the Micro Storage/Intel Magnetics Superfund Site.

4 FOR INTEL CORPORATION

5 Date: 5/19/93



Thomas L. Hogue
THOMAS L. HOGUE
Vice President
Corporate Materials & Services
Intel Corporation

7 AGENT FOR SERVICE OF PROCESS

8 NAME John R. Masterman

9 ADDRESS 1900 Prairie City Road, FM4-86
Folsom, CA 95630

10 FOR 300 OAKMEAD VILLAGE DRIVE LIMITED

11 Date: _____

12 Mark T. Gates, Jr.
MARK T. GATES, JR.
General Partner

13 AGENT FOR SERVICE OF PROCESS

14 NAME _____

15 ADDRESS _____

16 Date: _____

17 Mark T. Gates, Jr.
MARK T. GATES, JR.

18 AGENT FOR SERVICE OF PROCESS

19 NAME _____

20 ADDRESS _____

21 Date: _____

22 Charles Edwin Gates, Jr.
CHARLES EDWIN GATES, JR.

23 AGENT FOR SERVICE OF PROCESS

24 NAME _____

25 ADDRESS _____

26 CONSENT DECREE

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Intel Corporation, et al. relating to
3 the Micro Storage/Intel Magnetics Superfund Site.

4 FOR INTEL CORPORATION

5 Date: _____

6 THOMAS L. HOGUE
7 Vice President
8 Corporate Materials & Services
9 Intel Corporation

10 AGENT FOR SERVICE OF PROCESS

11 NAME _____

12 ADDRESS _____

13 FOR 3000 OAKMEAD VILLAGE DRIVE LIMITED

14 Date: 5-21-93

15 Mark T. Gates, Jr.
16 MARK T. GATES, JR.
17 General Partner

18 AGENT FOR SERVICE OF PROCESS

19 NAME Mark T. Gates, Jr.

20 ADDRESS 700 Emerson Street
21 Palo Alto, CA 94301

22 Date: 5-21-93

23 Mark T. Gates, Jr.
24 MARK T. GATES, JR.

25 AGENT FOR SERVICE OF PROCESS

26 NAME Mark T. Gates, Jr.

ADDRESS 700 Emerson Street
Palo Alto, CA 94301

Date: 5-23-93

Charles E. Gates
CHARLES EDWIN GATES, JR.

AGENT FOR SERVICE OF PROCESS

NAME Mark T. Gates, Jr.

ADDRESS 700 Emerson Street
Palo Alto, CA 94301

FOR GKC LIMITED PARTNERSHIP

1
2 Date: 5-23-93

Eugenia L. Cashen
EUGENIA L. CASHEN
General Partner

3
4 AGENT FOR SERVICE OF PROCESS
5 NAME Mark T. Gates, Jr.
6 ADDRESS 700 Emerson Street
Palo Alto, CA 94301

7
8 Date: 5-23-93 Eugenia L. Cashen
EUGENIA L. CASHEN


9 AGENT FOR SERVICE OF PROCESS
10 NAME Mark T. Gates, Jr.
11 ADDRESS 700 Emerson Street
Palo Alto, CA 94301

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Intel Corporation, et al. relating to
3 the Micro Storage/Intel Magnetics Superfund Site.

4 FOR KIM CAMP NO. III, a California
5 General Partnership

6 By: WESTALL CORPORATION, a
7 California Corporation, a
8 General Partner


9 Date: 5-18-93

10 By: 
11 KIMBALL W. SMALL
12 President

13 By: KIMBALL SMALL INVESTMENTS,
14 III, a California Limited
15 Partnership, a General Partner

16 By: WESTALL CORPORATION, a
17 California Corporation,
18 Sole General Partner

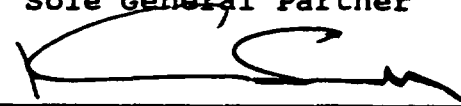
19 Date: 5-18-93

20 By: 
21 KIMBALL W. SMALL
22 President

23 FOR KIMBALL SMALL INVESTMENTS,
24 III, a California Limited
25 Partnership


26 By: WESTALL CORPORATION, a
California Corporation,
Sole General Partner

Date: 5-18-93

By: 
KIMBALL W. SMALL
President

FOR WESTALL CORPORATION, a California
Corporation

Date: 5-18-93

By: 
KIMBALL W. SMALL
President

CONSENT DECREE

1 AGENT FOR SERVICE OF PROCESS for Kim Camp III, Kimball Small
2 Investments III and Westall Corporation
3 NAME Steve Belomy
4 ADDRESS 50 West San Fernando, Suite 320
5 San Jose, CA 95113
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